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THIS DEED, Made this 26th day of February 19 59, between UNION PACIFIC RAILROAD COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Utah, party of the first part, Grantor, and CITY AND COUNTY OF DENVER, a municipal corporation organized and existing under and by virtue of the constitution and laws of the State of Colorado, party of the second part, Grantee:

WITNESSETH, That the party of the first part, for and in consideration of the conveyance to it by the party of the second part of certain real estate situated in the City and County of Denver, Colorado, and of other valuable consideration, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, and unto its successors and assigns forever, the following described real estate, situate, lying, and being in the City and County of Denver, State of Colorado, to wit:

A tract of land situated in the South Half ( $S\frac{1}{2}$ ) of Northwest Quarter ( $NW\frac{1}{4}$ ) of Section 23, Township 3 South, Range 68 West of the Sixth Principal Meridian, in the City and County of Denver, Colorado, bounded and described as follows:

Beginning at a point in the southeasterly boundary line of that certain parcel of land heretofore conveyed by Union Pacific Railroad Company to the City and County of Denver by warranty deed dated August 25, 1949, which point is 600 feet distant south, measured at right angles, from the east and west center line of the Northwest Quarter ( $NW\frac{1}{4}$ ) of said Section 23 and 617 feet distant northwesterly, measured at right angles, from the northwesterly line of Brighton Boulevard;

thence southwesterly along a straight line parallel with and 617 feet distant northwesterly, measured at right angles, from the northwesterly line of Brighton Boulevard a distance of 873.50 feet, more or less, to a point in the southwesterly boundary line of that certain tract of land heretofore conveyed by said City and County of Denver to Union Pacific Railroad Company by warranty deed dated November 1, 1937;

thence northwesterly along the southwesterly boundary line of said tract heretofore acquired from the City and County of Denver which is a straight line parallel with and 12.8 feet distant

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southwesterly, measured at right angles, from the southwesterly line of vacated 41st Street, a distance of 133 feet to the most southerly corner of said parcel of land heretofore conveyed to the City and County of Denver by said deed dated August 25, 1949;

thence northeasterly along the southeasterly boundary line of said parcel heretofore conveyed, which is a straight line parallel with and 750 feet distant northwesterly, measured at right angles, from said northwesterly line of Brighton Boulevard a distance of 658.65 feet;

thence continuing northeasterly along said southeasterly boundary line of parcel heretofore conveyed which is a tangent curve to the right, having a radius of 200 feet, a distance of 157.43 feet to a point 600 feet distant south, measured at right angles, from said east and west center line of the Northwest Quarter (NW $\frac{1}{4}$ ) of said Section 23;

thence continuing easterly along said southeasterly boundary line of parcel heretofore conveyed to the City and County of Denver which is a straight line parallel with and 600 feet distant south, measured at right angles, from said east and west center line of the Northwest Quarter (NW $\frac{1}{4}$ ) of section, a distance of 102.1 feet, more or less, to the point of beginning;

containing an area of 106,630 square feet, more or less.

SUBJECT to all taxes and all assessments, general and special, lawfully levied or assessed upon or against said real estate for or during the year 1959 and subsequent years, all of which taxes and assessments the Grantee hereby assumes and agrees to pay.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD, subject to the aforesaid provisions, the said premises above bargained and described, with the appurtenances, unto the said party of the second part, its

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successors and assigns forever. And the said Union Pacific Railroad Company, party of the first part, for itself, its successors and assigns, does covenant, grant, bargain, and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of these presents it is well seized of the premises above conveyed, as of a good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except as aforesaid; and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against every person and all persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND, except as aforesaid.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said Railroad Company conveyed to said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Mercantile Trust Company was, on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909 of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby said Bankers Trust Company became successor to said The Mercantile Trust Company as Trustee of said mortgage; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said Grantee, for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said Grantee;

NOW, THEREFORE, Know All Men By These Presents, that the said BANKERS TRUST COMPANY, Trustee under the aforesaid mortgage deed, in consideration of the premises, does hereby REMISE, RELEASE and forever QUITCLAIM unto the said City and County of Denver, its successors and assigns, forever, its

entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897.

AND WHEREAS, said Union Pacific Railroad Company did, on the first day of June, 1940, execute and deliver to The Chase National Bank of the City of New York a certain mortgage deed, wherein and whereby said Railroad Company conveyed to said The Chase National Bank of the City of New York as Trustee for the uses and purposes therein mentioned, among other things, the land hereinbefore described; and

WHEREAS, said The Chase National Bank of the City of New York was, on the 31st day of March, 1955, merged into the Bank of the Manhattan Company under the name of The Chase Manhattan Bank, and thereby said The Chase Manhattan Bank became successor to said The Chase National Bank of the City of New York as Trustee of said mortgage;

NOW, THEREFORE, Know All Men By These Presents, that said THE CHASE MANHATTAN BANK, Trustee under the aforesaid mortgage deed, in consideration of the premises does hereby REMISE, RELEASE and forever QUITCLAIM unto the said City and County of Denver, its successors and assigns, forever, its entire right, title and interest as Trustee in and to the real estate described aforesaid, to be held by the said Grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of June, 1940.

This deed is executed by the Trustees without covenant or warranty, express or implied, and without recourse against them, or either of them, in any event.

IN WITNESS WHEREOF, the said Grantor, UNION PACIFIC RAILROAD COMPANY, the said BANKERS TRUST COMPANY, Trustee under said mortgage deed of July 1, 1897, and said THE CHASE MANHATTAN BANK, Trustee under said mortgage deed dated June 1, 1940, each has caused this deed to be duly executed on its

part this 26th day of February, 1959.

In Presence of:

*A. H. Mathis*

UNION PACIFIC RAILROAD COMPANY,

By *[Signature]* Vice President

Attest:

*A. L. Shurtz* (Seal)  
Secretary

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In Presence of:

J. E. Halligan

BANKERS TRUST COMPANY, Trustee.

By

[Signature]  
ASSISTANT Vice President

Attest:

[Signature] (Seal)  
Assistant Secretary

In Presence of:

[Signature]

THE CHASE MANHATTAN BANK,  
Trustee.

By

[Signature]  
ASSISTANT Vice President

Attest:

[Signature] (Seal)  
Assistant Secretary

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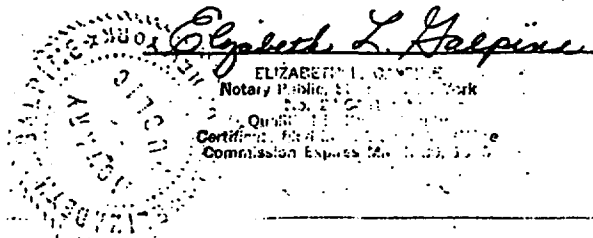
STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

On this 26th day of February, 1959,  
before me, a Notary Public in and for said County, in the  
State aforesaid, personally appeared L. J. TRACY  
to me personally known, and to me personally known to be  
Vice President of UNION PACIFIC  
RAILROAD COMPANY, and to be the same person whose name is  
subscribed to the foregoing instrument, and who, being by me  
duly sworn, did say that he is Vice President  
of Union Pacific Railroad Company; that the seal affixed to  
said instrument is the corporate seal of said corporation;  
and that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors;  
and the said L. J. TRACY acknowledged said  
instrument to be his free and voluntary act and deed, and the  
free and voluntary act and deed of said corporation, by it  
voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal the day and year last above written.

My commission expires March 30, 1960

(Seal)



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STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss

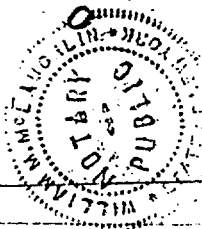
On this 4th day of March, 1959,  
before me, a Notary Public in and for said County in the State  
aforesaid, personally appeared I. W. HUGHES  
to me personally known, and to me personally known to be  
ASSISTANT Vice President of the BANKERS TRUST COMPANY,  
and to be the same person whose name is subscribed to the  
foregoing instrument, and who, being by me duly sworn, did  
say that he is ASSISTANT Vice President of Bankers Trust  
Company; that the seal affixed to said instrument is the  
corporate seal of said corporation; and that said instrument  
was signed and sealed on behalf of said corporation by  
authority of its Board of Directors; and the said

I. W. HUGHES acknowledged said instrument to be  
his free and voluntary act and deed, and the free and  
voluntary act and deed of said corporation, by it voluntarily  
executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand and  
official seal the day and year last above written.

My commission expires March 30, 1960.

(Seal)



*William M. McLaughlin*

WILLIAM M. McLAUGHLIN  
NOTARY PUBLIC, State of New York  
No. 24-7853550  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires March 30, 1960

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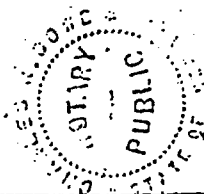
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STATE OF NEW YORK }  
COUNTY OF NEW YORK } ss

On this 2nd day of April, 1959,  
before me, a Notary Public in and for said County in the  
State aforesaid, personally appeared M. J. REDLICH  
to me personally known, and to me personally known to be an  
ASSISTANT  
Vice President of THE CHASE MANHATTAN BANK, and to be the same  
person whose name is subscribed to the foregoing instrument,  
and who, being by me duly sworn, did say that he is an <sup>ASSISTANT</sup> Vice  
President of The Chase Manhattan Bank; that the seal affixed  
to said instrument is the corporate seal of said corporation;  
and that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors;  
and the said M. J. REDLICH acknowledged said  
instrument to be his free and voluntary act and deed, and the  
free and voluntary act and deed of said corporation, by it  
voluntarily executed, for the uses specified therein.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal the day and year last above written.

My commission expires MAR 30 1961

(Seal)



*Charles R. David*  
Notary Public

CHARLES R. DAVID  
Notary Public, State of New York  
No. 21-1939550  
Qualified in Kings County  
Cert. filed with New York Co. Clerk  
Commission Expires March 30, 1961

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